

2

FILED
NOV 20 2009
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

CLARKE CRIDDELL
P.O. BOX 252
Posen, IL 60469
(773) 407-2243
clarkecriddell@hotmail.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS-CHICAGO

CLARKE CRIDDELL,

Plaintiff,

vs.

Trans Union LLC, Experian
Information Solutions Inc, Equifax
Information Services LLC, Asset
Acceptance LLC, Collection Systems
Inc, NCO Financial System Inc,
Torres Credit Services Inc,
DSNB/Macy's, Illinois Student
Assistance Commission, Popular
Mortgage Servicing Inc, American
Express, Chase/Bank One, Fifth
Third Holdings LLC/Bank, 1st
Continental Mortgage, Credit Plus,
Plaza Associates, Markoff & Krasky
LLC, Credit Bureau DEPA/Bank One,
Lexis Nexus aka Reed Elsevier
Group plc, Sallie Mae Servicing
Corporation

Defendant

Case No.: 09CV6235

**Fair Credit Reporting Act
(FCRA)**

AMENDED COMPLAINT (2)

1 Upon information and belief, and in good faith, Plaintiff, Clark
2 Criddell alleges as follows.

3
4
5 **PRELIMINARY STATEMENT**

- 6
7 1. Plaintiff brings this action for damages based upon
8 Defendants' violation of the Fair Credit Reporting Act
9 ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt
10 Collections Practices Act ("FDCPA") Plaintiff seeks an award
11 of statutory damages, actual damages, punitive damages, and
12 costs and/or any and all damages under the law or which the
13 court deems proper and just.

14
15 **JURISDICTION**

- 16
17 2. The jurisdiction of this court is conferred by 15 U.S.C.,
18 1681(p) and 28 U.S.C. 1331. Venue lies in Cook County in the
19 U.S. District Court, Northern District of Illinois-Chicago.

20
21 **PARTIES**

- 22
23 3. Plaintiff Clarke Criddell (hereafter "I" or "Plaintiff") is a
24 resident of Posen Illinois. Plaintiff is a "Consumer" as
25 defined by FCRA 1681(a) of the FCRA.
26 4. Defendant Trans Union LLC (hereafter "Trans Union") is both a
27 "person" as defined by FCRA 1681(a) and a "consumer reporting
28 agency" as defined by FCRA 1681a(f). Trans Union is authorized
29 to do business in the State of Illinois, with it principle
30 place of business located at 555 West Adams, Chicago Illinois
31 60661.

- 1 5. Defendant Experian Information Solutions Inc (hereafter
2 "Experian") is both a "person" as defined by FCRA 1681(a) and
3 a consumer reporting agency as defined by FCRA 1681a(f).
4 Experian is authorized to do business in the State of
5 Illinois, with its principle place of business located at 475
6 Anton Blvd. Costa Mesa, CA 92626
- 7 6. Defendant Equifax Information Services LLC (hereafter
8 "Equifax") is both a "person" as defined by FCRA 1681(a) and a
9 consumer reporting agency as defined by FCRA 1681a (f).
10 Equifax is authorized to do business in the State of Illinois,
11 with its principle place of business located at 1550 Peachtree
12 St. NW Atlanta, Georgia 30309.
- 13 7. Defendant Lexis Nexis aka Reed Elsevier Group plc is both a
14 "person" as defined by FCRA 1681(a) and a consumer reporting
15 agency as defined by FCRA 1681a (f) and is authorized to do
16 business in the State of Illinois, with its principle place of
17 business located at 125 Park Avenue 23rd Floor, New York, NY
18 10017.
- 19 8. Defendant Asset Acceptance LLC is a "debt collector" as
20 defined by FDCPA 1692a(6), a "person" as defined by FCRA
21 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a
22 "furnisher" of information as contemplated by FCRA 1681s-
23 2(a)&(b), who regularly and in the ordinary course of business
24 furnishes information to one or more consumer reporting
25 agencies about consumer transactions or experiences with any
26 consumer.
- 27 9. Defendant Sallie Mae Servicing Corporation is a "debt
28 collector" as defined by FDCPA 1692a(6), a "person" as defined
29 by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and
30 is a "furnisher" of information as contemplated by FCRA 1681s-
31 2(a)&(b), who regularly and in the ordinary course of business
32 furnishes information to one or more consumer reporting

1 agencies about consumer transactions or experiences with any
2 consumer.

3 10. Defendant Collection Systems Inc is a "debt collector" as
4 defined by FDCPA 1692a(6), a "person" as defined by FCRA
5 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a
6 "furnisher" of information as contemplated by FCRA 1681s-
7 2(a)&(b), who regularly and in the ordinary course of business
8 furnishes information to one or more consumer reporting
9 agencies about consumer transactions or experiences with any
10 consumer.

11 11. Defendant NCO Financial Systems Inc is a "debt collector" as
12 defined by FDCPA 1692a(6), a "person" as defined by FCRA
13 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a
14 "furnisher" of information as contemplated by FCRA 1681s-
15 2(a)&(b), who regularly and in the ordinary course of business
16 furnishes information to one or more consumer reporting
17 agencies about consumer transactions or experiences with any
18 consumer.

19 12. Defendant Torres Credit Services Inc is a "debt collector" as
20 defined by FDCPA 1692a(6), a "person" as defined by FCRA
21 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a
22 "furnisher" of information as contemplated by FCRA 1681s-
23 2(a)&(b), who regularly and in the ordinary course of business
24 furnishes information to one or more consumer reporting
25 agencies about consumer transactions or experiences with any
26 consumer.

27
28 13. Defendant Illinois Student Assistance Commission is a "debt
29 collector" as defined by FDCPA 1692a(6), a "person" as defined
30 by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and
31 is a "furnisher" of information as contemplated by FCRA 1681s-
32 2(a)&(b), who regularly and in the ordinary course of business

1 furnishes information to one or more consumer reporting
2 agencies about consumer transactions or experiences with any
3 consumer.
4

5 14. Defendant Popular Mortgage Servicing Inc is a "furnisher" of
6 information as contemplated by FCRA 1681s-2(a)&(b), who
7 regularly and in the ordinary course of business furnishes
8 information to one or more consumer reporting agencies about
9 consumer transactions or experiences with any consumer.

10 15. Defendant American Express is a "furnisher" of information as
11 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the
12 ordinary course of business furnishes information to one or
13 more consumer reporting agencies about consumer transactions
14 or experiences with any consumer.

15 16. Defendant Fifth Third Holdings LLC/Bank is a "furnisher" of
16 information as contemplated by FCRA 1681s-2(a)&(b), who
17 regularly and in the ordinary course of business furnishes
18 information to one or more consumer reporting agencies about
19 consumer transactions or experiences with any consumer.

20 17. Defendant Chase/Bank One is a "furnisher" of information as
21 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the
22 ordinary course of business furnishes information to one or
23 more consumer reporting agencies about consumer transactions
24 or experiences with any consumer.

25 18. Defendant Credit Bureau DEPA/Bank One is a "furnisher" of
26 information as contemplated by FCRA 1681s-2(a)&(b), who
27 regularly and in the ordinary course of business furnishes
28 information to one or more consumer reporting agencies about
29 consumer transactions or experiences with any consumer.

30 19. Defendant 1st Continental Mortgage is a "furnisher" of
31 information as contemplated by FCRA 1681s-2(a)&(b), who
32 regularly and in the ordinary course of business furnishes

information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

20. Defendant Credit Plus is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

21. Defendant Plaza Associates is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

22. Defendant Markoff & Krasky LLC, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

23. Defendant DSNB/MACY's is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

CAUSES OF ACTION

24. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing paragraphs.

25. Defendant Fifth Third Holdings LLC/Bank continues to add, store, maintain and disseminate erroneous, fraudulent, adverse, and inaccurate credit information, in consumer

1 reports it prepares and issues about Plaintiff as evident by
2 Equifax report# 9760590825 and in violation of FCRA

3 26. Defendant Trans Union continues to add, store, maintain and
4 disseminate erroneous and inaccurate names, address,
5 employment data and personal credit information, in consumer
6 reports it prepares and issues about Plaintiff which in part
7 is inaccurate, false, erroneous, misleading and adverse
8 despite notice from Plaintiff and its subscribers that such
9 information is disputed by Plaintiff.

10 27. Defendant Trans Union continues to willfully, maliciously, and
11 negligently violate FCRA 1681e (b).

12 28. AS a result of Defendant Trans Union's actions, Plaintiff has
13 been damaged.

14 29. Pursuant to FCRA 1681o, any person who is negligent in failing
15 to comply with any requirement imposed under the FCRA with
16 respect to any consumer is liable to that consumer in an
17 amount equal to the sum of (1) any actual damages sustained by
18 the consumer as a result of the failure and (2) in the case of
19 any successful action to enforce any liability under 15 U.S.C.
20 1681o, the costs of the action together with reasonable
21 attorney's fees.

22 30. Defendant Trans Union continues its failure to conduct a
23 reasonable investigation of Plaintiff's disputes and otherwise
24 failed to comport with FCRA 1681i.

25 31. Defendant Trans Union continues its failure to adopt and
26 follow reasonable procedures to assure maximum possible
27 accuracy of Plaintiff's consumer credit and other personal
28 information as required by FCRA which it complied, used and
29 manipulated in order to prepare consumer credit reports,
30 credit scores, risk factors, denial codes and other economic
31 and predictions data evaluations.
32

1 32. As a result of Defendant Trans Union's negligent failure to
2 comply with the FCRA, it is liable to Plaintiff in the amount
3 equal to sum of (1) any actual damages sustained by Plaintiff
4 as a result of said failure and (2) the costs of this action
5 together with reasonable attorney's fees.

6 33. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to
7 comply with any requirement imposed under the FCRA with
8 respect to any consumer is liable to that consumer in and
9 amount equal to the sum (1) any actual damages sustained by the
10 consumer as a result of the failure or damages of not less
11 than \$100.00 and not more than \$1,000.00 (2) such amount of
12 punitive damages as the court may allow, and (3) in the case
13 of any successful action to enforce any liability under 15
14 U.S.C. 1681n, the costs of the action together with reasonable
15 attorney's fees.

16 34. Defendant Experian, continues to add, store, maintain and
17 disseminate erroneous and inaccurate names, address,
18 employment data and personal credit information, in consumer
19 reports it prepares and issues about Plaintiff which in part,
20 is fraudulent, false, erroneous, misleading and adverse
21 despite notice from Plaintiff and subscribers informing
22 Defendant that such information is disputed by Plaintiff.

23 35. Pursuant to FCRA 1681o, any person who is negligent in failing
24 to comply with any requirement imposed under the FCRA with
25 respect to any consumer is liable to that consumer in an
26 amount equal to the sum of (1) any actual damages sustained by
27 the consumer as a result of the failure and (2) in the case of
28 any successful action to enforce any liability under 15 U.S.C.
29 1681o, the costs of the action together with reasonable
30 attorney's fees.
31
32

1 36. Defendant Experian continue its failure to conduct a
2 reasonable investigation of Plaintiff's disputes and otherwise
3 failed to comport with FCRA 1681i.

4 37. Defendant Experian continues its failure to adopt and follow
5 reasonable procedures to assure maximum possible accuracy of
6 Plaintiff's consumer credit and other personal information as
7 required by FCRA which it complied, used and manipulated in
8 order to prepare consumer credit reports, credit scores, risk
9 factors, denial codes and other economic and predictions data
10 evaluations.

11 38. As a result of Defendant Experian's negligent failure to
12 comply with the FCRA, it is liable to Plaintiff in the amount
13 equal to sum of (1) any actual damages sustained by Plaintiff
14 as a result of said failure and (2) the costs of this action
15 together with reasonable attorney's fees.

16 39. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to
17 comply with any requirement imposed under the FCRA with
18 respect to any consumer is liable to that consumer in and
19 amount equal to the sum(1) any actual damages sustained by the
20 consumer as a result of the failure or damages of not less
21 than \$100.00 and not more than \$1,000.00 (2) such amount of
22 punitive damages as the court may allow, and (3) in the case
23 of any successful action to enforce any liability under 15
24 U.S.C. 1681n, the costs of the action together with reasonable
25 attorney's fees.

26 40. Defendant Equifax continues to add, store, maintain and
27 disseminate erroneous and inaccurate names, address,
28 employment data and personal credit information, in consumer
29 reports it prepares and issues about Plaintiff which in part,
30 is inaccurate, false, erroneous, misleading and adverse
31 despite notice from Plaintiff and subscribers that such
32 information is disputed by Plaintiff.

1 41. Pursuant to FCRA 1681o, any person who is negligent in failing
2 to comply with any requirement imposed under the FCRA with
3 respect to any consumer is liable to that consumer in an
4 amount equal to the sum of (1) any actual damages sustained by
5 the consumer as a result of the failure and (2) in the case of
6 any successful action to enforce any liability under 15 U.S.C.
7 1681o, the costs of the action together with reasonable
8 attorney's fees.

9 42. Equifax; failed to conduct a reasonable investigation of
10 Plaintiff's disputes and otherwise failed to comport with FCRA
11 1681i.

12 43. Equifax; failed to adopt and follow reasonable procedures to
13 assure maximum possible accuracy of Plaintiff's consumer
14 credit and other personal information as required by FCRA
15 which it compiled, used and manipulated in order to prepare
16 consumer credit reports, credit scores, risk factors, denial
17 codes and other economic and predictions data evaluations.

18 44. As a result of Equifax's negligent failure to comply with the
19 FCRA, it is liable to Plaintiff in the amount equal to sum of
20 (1) any actual damages sustained by Plaintiff as a result of
21 said failure and (2) the costs of this action together with
22 reasonable attorney's fees.

23 45. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to
24 comply with any requirement imposed under the FCRA with
25 respect to any consumer is liable to that consumer in and
26 amount equal to the sum (1) any actual damages sustained by the
27 consumer as a result of the failure or damages of not less
28 than \$100.00 and not more than \$1,000.00 (2) such amount of
29 punitive damages as the court may allow, and (3) in the case
30 of any successful action to enforce any liability under 15
31 U.S.C. 1681n, the costs of the action together with reasonable
32 attorney's fees.

1 46. Defendant Lexis Nexis aka Reed Elsevier Group plc, continues
2 to add, store, maintain and disseminate erroneous and
3 inaccurate names, address, employment data and personal credit
4 information, in consumer reports it prepares and issues about
5 Plaintiff which in part, is fraudulent, false, erroneous,
6 misleading and adverse despite notice from Plaintiff and
7 subscribers informing Defendant that such information is
8 disputed by Plaintiff.

9 47. Pursuant to FCRA 1681o, any person who is negligent in failing
10 to comply with any requirement imposed under the FCRA with
11 respect to any consumer is liable to that consumer in an
12 amount equal to the sum of (1) any actual damages sustained by
13 the consumer as a result of the failure and (2) in the case of
14 any successful action to enforce any liability under 15 U.S.C.
15 1681o, the costs of the action together with reasonable
16 attorney's fees.

17 48. Defendant Lexis Nexis aka Reed Elsevier Group plc continues
18 its failure to conduct a reasonable investigation of
19 Plaintiff's disputes and otherwise failed to comport with FCRA
20 1681i.

21 49. Defendant Lexis Nexis aka Reed Elsevier Group plc continues
22 its failure to adopt and follow reasonable procedures to
23 assure maximum possible accuracy of Plaintiff's consumer
24 credit and other personal information as required by FCRA
25 which it complied, used and manipulated in order to prepare
26 consumer credit reports, credit scores, risk factors, denial
27 codes and other economic and predictions data evaluations.

28 50. As a result of Defendant Lexis Nexis aka Reed Elsevier Group
29 plc negligent failure to comply with the FCRA, it is liable to
30 Plaintiff in the amount equal to sum of (1) any actual damages
31 sustained by Plaintiff as a result of said failure and (2) the
32 costs of this action together with reasonable attorney's fees.

1 51. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to
2 comply with any requirement imposed under the FCRA with
3 respect to any consumer is liable to that consumer in an
4 amount equal to the sum (1) any actual damages sustained by the
5 consumer as a result of the failure or damages of not less
6 than \$100.00 and not more than \$1,000.00 (2) such amount of
7 punitive damages as the court may allow, and (3) in the case
8 of any successful action to enforce any liability under 15
9 U.S.C. 1681n, the costs of the action together with reasonable
10 attorney's fees.

11 52. Asset Acceptance LLC; willfully and negligently failed to
12 validate Plaintiff's alleged debt and continue to report to
13 Credit Bureau in violation of FDCPA section 809(b).

14 53. Asset Acceptance LLC; willfully and negligently "Re age"
15 fraudulent accounts by updating date of last activity on
16 Plaintiff's credit report in hopes of keeping negative
17 information on an account longer in violation of FCRA 605(c).

18 54. Asset Acceptance LLC; willfully and negligently obtain
19 Plaintiff's credit report without Plaintiff's permission in
20 violation of FCRA 604 and sections 1681b (a) (3) (F).

21 55. Collection Systems Inc; willfully and negligently failed to
22 validate Plaintiff's alleged debt and continue to report to
23 Credit Bureau in violation of FDCPA section 809(b).

24 56. Collection Systems Inc; willfully and negligently "Re age"
25 fraudulent accounts by updating date of last activity on
26 Plaintiff's credit report in hopes of keeping negative
27 information on an account longer in violation of FCRA 605(c).

28 57. Collection Systems Inc; willfully and negligently obtain
29 Plaintiff's credit report without Plaintiff's permission in
30 violation of FCRA 604 and sections 1681b (a) (3) (F).

- 1 58. Torres Credit Services Inc; willfully and negligently failed
2 to validate Plaintiff's allege debt and continue to report to
3 Credit Bureau in violation of FDCPA section 809(b).
- 4 59. Torres Credit Services Inc; willfully and negligently "Re age"
5 fraudulent accounts by updating date of last activity on
6 Plaintiff's credit report in hopes of keeping negative
7 information on an account longer in violation of FCRA 605(c).
- 8 60. Torres Credit Services Inc; willfully and negligently obtain
9 Plaintiff's credit report on or about October, 2008 without
10 Plaintiff's permission as evidenced by Trans Union report#
11 195880685 and in violation of FCRA 604 and sections 1681b
12 (a) (3) (F).
- 13 61. Illinois Student Assistance Commission; willfully and
14 negligently failed to validate Plaintiff's allege debt and
15 continue to report to Credit Bureau in violation of FDCPA
16 section 809(b).
- 17 62. Illinois Student Assistance Commission; willfully and
18 negligently "Re age" fraudulent accounts by updating date of
19 last activity on Plaintiff's credit report in hopes of keeping
20 negative information on an account longer in violation of FCRA
21 605(c).
- 22 63. Illinois Student Assistance Commission; willfully and
23 negligently obtain Plaintiff's credit report on or about
24 November, 2008 without Plaintiff's permission as evidenced by
25 Trans Union report# 195880685 and in violation of FCRA 604 and
26 sections 1681b (a) (3) (F).
- 27 64. Sallie Mae Servicing Corporation; willfully and negligently
28 failed to validate Plaintiff's allege debt and continue to
29 report to Credit Bureau in violation of FDCPA section 809(b).
- 30 65. Sallie Mae Servicing Corporation; willfully and negligently
31 "Re age" fraudulent accounts by updating date of last activity
32

- 1 on Plaintiff's credit report in hopes of keeping negative
2 information on an account longer in violation of FCRA 605(c).
- 3 66. Sallie Mae Servicing Corporation; willfully and negligently
4 obtain Plaintiff's credit report without Plaintiff's
5 permission in violation of FCRA 604 and sections 1681b
6 (a) (3) (F).
- 7 67. DSNB/Macy's; willfully and negligently failed to validate
8 Plaintiff's allege debt and continue to report to Credit
9 Bureau in violation of FDCPA section 809(b).
- 10 68. DSNB/Macy's; willfully and negligently "Re age" fraudulent
11 accounts by updating date of last activity on Plaintiff's
12 credit report in hopes of keeping negative information on an
13 account longer in violation of FCRA 605(c).
- 14 69. DSNB/Macy's; willfully and negligently obtain Plaintiff's
15 credit report without Plaintiff's permission in violation of
16 FCRA 604 and sections 1681b (a) (3) (F).
- 17
- 18 70. Popular Mortgage Servicing Inc; willfully and negligently
19 obtain Plaintiff's credit report on or about September, 2008
20 without Plaintiff's permission as evidenced by Trans Union
21 report# 195880685 and in violation of FCRA 604 and sections
22 1681b (a) (3) (F).
- 23
- 24 71. Popular Mortgage Servicing Inc; willfully and negligently
25 failed to validate Plaintiff's allege debt and continue to
26 report to Credit Bureau in violation of FDCPA section 809(b).
- 27 72. Popular Mortgage Servicing Inc; willfully and negligently "Re
28 age" fraudulent accounts by updating date of last activity on
29 Plaintiff's credit report in hopes of keeping negative
30 information on an account longer in violation of FCRA 605(c).
- 31 73. NCO Financial System Inc; willfully and negligently obtain
32 Plaintiff's credit report on July 16, 2007 and November 11,

2007 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).

74. 1st Continental Mortgage willfully and negligently obtain Plaintiff's credit report on September 11, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).
75. Credit Plus; willfully and negligently obtain Plaintiff's credit report on September 11, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).
76. Plaza & Associates; willfully and negligently obtain Plaintiff's credit report on July 7, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).
77. Markoff & Krasky LLC,; willfully and negligently obtain Plaintiff's credit report on March 23, 2007 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).
78. Chase/Bank One; willfully and negligently obtain Plaintiff's credit report on March 11, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).
79. American Express; willfully and negligently obtain Plaintiff's credit report on or about October, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F) and continue to report fraudulent, inaccurate and erroneous information about Plaintiff in violation of the Fair Credit Reporting Act.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

Wherefore, Plaintiff requests that judgment be entered against Defendants for:

- a.) Actual damages in an amount to be shown at trial;
- b.) Statutory damages pursuant to FCRA 1681n;
- c.) Punitive damages pursuant to FCRA 1681n;
- d.) Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e.) Costs and reasonable attorney's fees; and
- f.) Such other relief as may be just and proper.

Dated this November 20 , 2009 .


CLARKE CRIDDELL
PRO SE